

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Off Hill Strategies LLC	2. Registration Number 6889
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3. Primary Address of Registrant 637 25th. St. S., Arlington, VA 22202
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4. Name of Foreign Principal Embassy of the Kingdom of Saudi Arabia	5. Address of Foreign Principal 601 New Hampshire Ave NW Washington, DC 20037
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6. Country/Region Represented SAUDI ARABIA
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7. Indicate whether the foreign principal is one of the following: <input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input type="checkbox"/> Corporation  <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant The Embassy of the Kingdom of Saudi Arabia  b) Name and title of official with whom registrant engages Musab Alsaud/ Abdullah Aleissa, Chief of Staff /Director of Engagement
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<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/13/2020Frederick A. Baird/s/Frederick A. Baird11/13/2020Jennifer J. Baird/s/Jennifer J. Baird

## EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

<u>11/10/2020</u>	<u>Frederick A Baird</u>	<u>Frederick A Baird</u>
<u>11/10/2020</u>	<u>Jennifer J. Baird</u>	<u>Jennifer J Baird</u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Off Hill Strategies LLC

2. Registration Number  
6889

3. Name of Foreign Principal  
Embassy of the Kingdom of Saudi Arabia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 10/19/2020
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Off Hill Strategies LLC will provide federal legislative advocacy and related services to support the Embassy's congressional outreach efforts and further advance bilateral ties between the Kingdom of Saudi Arabia and the United States.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Off Hill Strategies LLC will provide federal legislative advocacy and related services to support the Embassy's congressional outreach efforts and further advance bilateral ties between the Kingdom of Saudi Arabia and the United States.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Formulating legislative advocacy strategies, implementing legislative advocacy strategies, drafting documents with background information, emailing information to congressional offices, and meeting with congressional members and/or their staff.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

11/13/2020Frederick A. Baird/s/Frederick A. Baird11/13/2020Jennifer J. Baird/s/Jennifer J. Baird



## EXECUTION

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Date

Printed Name

Signature

<u>11/10/2020</u>	<u>Frederick A Baird</u>	<u>Frederick A Baird</u>
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<u>                    </u>	<u>                                    </u>	<u>                                    </u>
<u>                    </u>	<u>                                    </u>	<u>                                    </u>



Off Hill Strategies LLC  
www.offhillstrategies.com  
info@offhillstrategies.com  
202-818-8724

## CONTRACT

The Embassy of The Kingdom of Saudi Arabia "the Embassy" hereby retains the services of Off Hill Strategies LLC ("OHS") to provide federal legislative advocacy and related services. OHS will support the Embassy's Congressional outreach efforts and further advance bilateral ties between the Kingdom of Saudi Arabia and the United States of America.

### PAYMENT

This Agreement authorizes fees for OHS's services in the amount of \$25,000 per month beginning October 19, 2020 through January 18, 2021. OHS shall not submit expenses for reimbursement unless it requests and receives prior written approval from the Embassy for the expenditures and the expenditures are made in compliance with applicable law and regulations.

### TERMINATION

Either party may terminate this Agreement with (15) days prior written notice with no further obligation other than for the Embassy to pay OHS such fees and expenses, which would have accrued up to and through the 15-day notice period, except that the Embassy may terminate this Agreement at any time effective immediately in the event that OHS engages in conduct that may negatively impact OHS's public image and, by association, the public image of the Embassy. Upon termination, the fixed monthly fee shall be prorated on the basis of the portion of the one-month term that had elapsed prior to the effective date of the termination, and OHS shall refund the Embassy for any advanced monthly or quarterly payments.

### LOBBYING/FOREIGN AGENTS REGISTRATION ACT REPORTING AND DISCLOSURES

OHS shall file lobbying reports and disclosures of this representation as required by law and shall coordinate such filing in advance with the Embassy. OHS shall also file any Foreign Agents Registration Act registration statements and disclosures as required by law.

### INDEPENDENT CONTRACTOR

At all times in the performance of this Agreement, OHS will act as an independent contractor. OHS may employ staff to fulfill the terms of this Agreement, have exclusive supervision, management and control over this staff, provide the facilities to conduct the work under this Agreement, and have exclusive control over expenditures of funds provided by the Embassy under this Agreement. OHS will have no authority to act in the name of or to incur any obligation binding on the Embassy. As an independent contractor, none of OHS, its agents, subcontractors and their respective employees shall be eligible to receive other benefits provided to Embassy employees, and OHS shall be responsible for any and all payments due to applicable taxation and other government authorities in respect to the fees paid hereunder.

### DISCLOSURE AND CONFIDENTIALITY

OHS agrees to the following:

- (a) OHS shall use any information disclosed to OHS by the Embassy under this Agreement solely for the purposes expressly contemplated by this Agreement. OHS shall hold in strict confidence all Confidential Information as defined in (b) disclosed to or otherwise obtained by it and protect all such Confidential Information with the utmost duty of care. Except as required by law and subject to the prior notification requirement discussed in (e) below, OHS may disclose Confidential Information only to those members of its Staff who (i) have an absolute need to know the Confidential Information; (ii) are affirmatively required by OHS to maintain the confidentiality of such Confidential Information in

accordance with the provisions of this Agreement and (iii) are informed of such confidentiality obligations.

(b) For purposes of this Agreement, "Confidential Information" shall mean this Agreement, all of OHS's work product under this Agreement except for final materials prepared for public disclosure, and all other nonpublic, confidential or proprietary information of the Embassy, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained, whether or not patentable or copyrightable, and whether or not marked, designated or otherwise identified as "confidential", including, without limitation, discussions, data, analyses, processes, compilations, forecasts, studies, raw materials, samples, research and development information, records and other documents and other similar and related information concerning the Embassy's operations. Confidential Information shall not, however, include any information that OHS can establish with competent evidence (i) was publicly known or made generally available without a duty of confidentiality prior to the time of disclosure to OHS by the Embassy; (ii) becomes publicly known or made generally available without a duty of confidentiality after disclosure to OHS by the Embassy through no wrongful act, fault, or negligence no action or inaction of OHS; or (iii) is in the rightful possession of OHS without confidentiality obligations at the time of disclosure by the Embassy to OHS as shown by its then-contemporaneous written files and records kept in the ordinary course of business.

(c) All materials received from the Embassy, all information and analysis developed in connection with OHS's Services, all OHS work product, and all Confidential Information, is and shall remain the property of the Embassy and archives and documents of a diplomatic mission that are inviolable and protected from disclosure by the Vienna Convention on Diplomatic Relations and U.S. law. Consultant shall not disclose to others or convert to its own use any Confidential Information except with the prior written consent of the Embassy.

(d) No license or other rights of any kind, express or implied, in or to the use of the Confidential Information is granted to OHS or its Staff hereby. All information furnished to OHS in connection with this Agreement (including any copies, notations, or assessments based on such information) and all OHS work product shall be returned to the Embassy upon request, and automatically upon termination of this Agreement.

(e) If any Confidential Information is required to be disclosed by law, including by any order of any court of competent jurisdiction or other governmental authority, OHS shall immediately inform the Embassy of all such proceedings so that the Embassy may attempt by appropriate legal means to limit such disclosure. In such case, OHS shall use its best efforts to limit the disclosure and maintain confidentiality to the maximum extent possible.

(f) OHS acknowledges that any breach or threatened breach of Confidentiality provisions will result in immediate, irreparable, and continuing injury to the Embassy for which there is no adequate remedy at law. Accordingly, in the event of any such breach (or threatened breach), the Embassy shall be entitled to terminate this Agreement effective immediately with no further obligation of payment and to seek preliminary and permanent injunctive relief, without bond, with respect to such breach. OHS shall not oppose such relief on the grounds that there is an adequate remedy at law, and such right shall be cumulative and in addition to any other remedies at law or in equity (including monetary damages) which the Embassy may have upon any such breach.

(g) The provisions of this section shall (i) apply to all Confidential Information disclosed to or otherwise obtained by OHS prior to the execution of this Agreement, (ii) apply to all Confidential Information disclosed to or otherwise obtained by OHS concurrently with or after execution of this Agreement, and (iii) survive the termination of this Agreement in perpetuity.

#### CONFLICTS

During the Term of this Agreement, and for one year thereafter upon expiration or termination of this Agreement, OHS will not perform any work or accept any engagement for another government or governmental entity, or for



any other client whose interests or objectives may be adverse to the interests or objectives of the Embassy, without prior express written approval by the Embassy.

#### INTEGRATION CLAUSE

This Agreement represents the entire contract between the parties on this subject. There are no oral or written promises, terms, or conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, between the parties on this subject. It may be amended only by a written addendum signed by both parties. This Agreement is intended to bind only the parties here-to and their corporate successors and may not be assigned by either party without the express written consent of the other.

#### INDEMNIFICATION

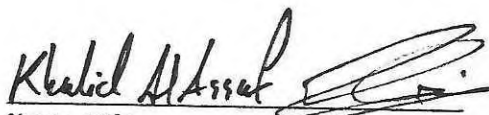
By signing this Agreement, OHS agrees to defend, indemnify, and hold harmless Embassy against all claims or liability related in any manner to its services.

#### NON-WAIVER

Nothing in this Agreement shall be construed as a waiver of Embassy's rights, privileges, or diplomatic and sovereign immunities under the Vienna Conventions on Diplomatic and Consular Relations, or the Foreign Sovereign Immunities Act.

#### SIGNATURES AND COPIES

If the terms of this Agreement meet with your approval, please sign two copies of the Agreement, retain one copy for your files, and return one copy to OHS.

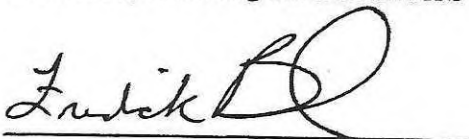


Name - Title

The Embassy of The Kingdom of Saudi Arabia

Date:

10/19/2020



Frederick Baird III ("Tripp") - Principal  
Off Hill Strategies LLC

Date:

10/19/2020